

CONTRACT DATA SHEETPSC Type (check one): ☒ New ☐ Renewal ☐ Addendum**Contractor Information**

1. Legal Name of Contractor: Bradley A Keough, DVM
2. Address: 2930 Lucas Lane
3. City/ State & Zip: Frankfort, KY 40601
4. Contact Person Name & Telephone Number: 502-695-0801
5. Revenue Commission Taxpayer ID#:
6. If registration is not required please explain:
7. Is account in good standing: Yes
8. Federal Tax ID # (SSN if sole proprietor):

Department Information

9. Requesting Department: Metro Animal Services
10. Contact Person Name & Telephone: Belinda S Catman

Contract Information

11. Not to exceed amount: \$100,000
12. Are expenses reimbursed? no
13. If yes list allowable expenses and maximum amount reimbursable:
14. Beginning and ending date of the contract: August 1, 2009 thru July 31, 2010
15. Coding: _____
16. Scope & Purpose of the contract: Veterinary Services at the rate of \$50 per hour.

Authorizations County Attorney Review - Approved as to Form:Department Director: 

Date: 07/22/09

Signature certifies:

☐ Funds are available☐ Contractor is registered and in good standing with the Revenue Commission☐ Human Relations Commission registration requirements have been met☐ Risk Management Division of Finance - Certifies Insurance requirements satisfied:

WRITTEN FINDINGS**EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC**

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation for PSC Bradley Keough. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

_____ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **** Mayors Approval required for emergency purchases exceeding \$10,000.**

_____ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

 X C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

_____ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

_____ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

_____ F. The contract is for proprietary items for resale.

_____ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

_____ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

_____ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

_____ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

_____ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

_____ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

 07/22/09
Requesting Department Director Date

**Mayor Date

****Signature is required only for Written Finding A**

RESOLUTION NO. _____, SERIES 2009

A RESOLUTION PURSUANT TO THE CAPITAL AND OPERATING BUDGET ORDINANCES, APPROVING THE APPROPRIATION TO FUND THE FOLLOWING NONCOMPETITIVELY NEGOTIATED NEW PROFESSIONAL SERVICE CONTRACT – (DR. BRADLEY KEOUGH, D.V.M. - \$100,000.00).

Sponsored By: _____

BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:

SECTION I: The following appropriation for the listed contract is hereby approved:

ANIMAL SERVICES

\$100,000.00 for a new noncompetitively negotiated Professional Service Contract with Dr. Bradley Keough, D.V.M. for veterinary services for Animal Services from August 1, 2009 through July 31, 2010.

SECTION II: This Resolution shall take effect upon its passage and approval.

Kathleen J. Herron
Metro Council Clerk

David W. Tandy
President of the Council

Jerry E. Abramson
Mayor

Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
Jefferson County Attorney

BY: _____

PSC 2010-xxxx Animal Services with Dr Bradley Keough Resolution Only 071309 [pr]

AGREEMENT

THIS PROFESSIONAL SERVICE CONTRACT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **DEPARTMENT OF ANIMAL SERVICES** herein referred to as "**METRO GOVERNMENT**", and **DR. BRADLEY KEOUGH, D.V.M.**, with offices located at 2930 Lucas Lane, Frankfort, Kentucky 40601, herein referred to as "**VETERINARIAN**",

WITNESSETH:

WHEREAS, the Metro Government is in need of certain professional services with respect to veterinary services for Animal Services; and

WHEREAS, the Veterinarian has been determined by the Metro Government to have the necessary experience, expertise and qualifications to provide those services,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

I. SCOPE OF PROFESSIONAL SERVICES

A. Veterinarian shall, at the request of the Metro Government, provide services under the terms of this professional Agreement. The Veterinarian's work product may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.

B. Veterinarian, while performing the services rendered pursuant to this Agreement, may incidental thereto utilize agents or employees of such Veterinarian. However, such use must be documented in the monthly invoice submitted for those services rendered.

C. If from time to time Veterinarian needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement,

then Veterinarian shall notify the proper agent of the Metro Government of this need and arrangements may be made for that contingency. However, at no time shall the Metro Government make available its resources without the full consent and understandings of both parties.

D. The services of Veterinarian shall include but not be limited to the following:

The provision of veterinary services for Animal Services.

II. FEES AND COMPENSATION

A. Veterinarian shall be reimbursed for professional services rendered according to the terms of this Agreement in an amount equal to **FIFTY DOLLARS (\$50.00)** per hour. Total compensation payable to Veterinarian for services rendered pursuant to this Agreement shall not exceed **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)**.

B. Unless otherwise agreed to in writing by the Metro Government, services shall be rendered and payment therefor shall be made at monthly intervals throughout the duration of this Agreement. Payment shall only be made pursuant to a detailed invoice presented monthly, which invoice shall indicate a descriptive daily accounting of the hours expended in service under the contract and the particular nature of such service. Copies of invoices or receipts for third party charges must be included with the Veterinarian's invoice when payment is requested. In the event payment is made in lump sum at the end of the service period, Veterinarian's final invoice shall indicate a descriptive daily accounting of hours expended as described heretofore.

C. The Metro Government shall not reimburse out of pocket expenses under this Agreement.

D. Veterinarian, to the extent that it provides the same or related services to other parties agrees to pro-rate its billings to the Metro Government which are of benefit to the other parties and to provide documentation to all parties to verify the pro-ration of such billings. In no event will the Metro Government pay bills which are considered to be double billing (i.e. billing two different parties for the same work).

III. DURATION

A. This is a professional service contract which shall begin August 1, 2009 and shall continue through and including July 31, 2010.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to Consultant of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Veterinarian to be an officer or official of the Metro Government. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

V. RECORDS-AUDIT

Veterinarian shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Veterinarian's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Veterinarian shall include (without limitation): (a) payroll records accounting for total time distribution of Veterinarian's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Veterinarian's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

VI. INSURANCE REQUIREMENTS

Insurance coverage shall be required of Veterinarian in accordance with Schedule A attached hereto.

VII. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

Veterinarian agrees to indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Veterinarian's (or Veterinarian's subcontractors if any) performance or breach of the contract provided that such claim, damage, loss, or expense is (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or from negligent acts, errors or omissions and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

VIII. REPORTING OF INCOME

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. Veterinarian agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Veterinarian

further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

IX. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

X. AUTHORITY

The Veterinarian, by execution of this Agreement, does hereby warrant and represent that he is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

XI. CONFLICTS OF INTEREST

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall

be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

XIII. OCCUPATIONAL HEALTH AND SAFETY

Veterinarian agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. Veterinarian also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Veterinarian performs work under this Agreement. Veterinarian agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

XIV. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

XV. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

XVI. COUNTERPARTS

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

XVII. CALCULATION OF TIME Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Veterinarian is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.


XVIII. CAPTIONS The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

XIX. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS The

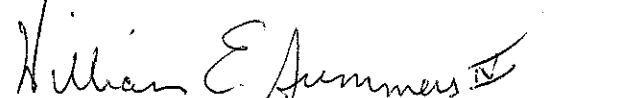
Veterinarian shall reveal any final determination of a violation by the Veterinarian or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Veterinarian or subcontractor. The Veterinarian shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Veterinarian or subcontractor for the duration of the contract.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

APPROVED AS TO FORM AND
LEGALITY:


MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT


WILLIAM E. SUMMERS IV
DEPUTY MAYOR

Date: 7/14/09

Date: 8/24/09

DEPARTMENT OF ANIMAL SERVICES


DR. GILLES MELOCHE, DIRECTOR

Date: 08/13/09

DR. BRADLEY KEOUGH, D.V.M.


DR. BRADLEY KEOUGH, D.V.M.

Date: 13 Aug, 2009

Taxpayer Identification No.
(TIN): _____

Louisville/Jefferson County
Revenue Commission Account
No.: _____

SCHEDULE A

I. INSURANCE REQUIREMENTS

Prior to commencing work, Veterinarian shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. **Veterinarian shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by Louisville/Jefferson County Metro Government's Risk Management Division.** *Veterinarian shall not allow any Subcontractors to commence work until the insurance required of such Subcontractors has been obtained and copies of Certificates of Insurance retained by Veterinarian evidencing proof of coverages.*

Without limiting veterinarian's indemnification requirements, it is agreed that Veterinarian shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and *require Subcontractors, if subcontracting is authorized, to procure and maintain these same policies* until final acceptance of the work by the Louisville/Jefferson County Metro Government. The Louisville/Jefferson County Metro Government may require Veterinarian to supply proof of Subcontractor's insurance via Certificates of Insurance, or at the Louisville/Jefferson County Metro Government's option, actual copies of policies.

1. MEDICAL PROFESSIONAL LIABILITY insurance policy covering Veterinarian and all veterinarians assigned or authorized by Veterinarian under this agreement, which includes a minimum Limit of Liability of **\$1,000,000** for each alleged Wrongful Act, Error or Omission of the veterinarian performing services under this agreement. In the event that this insurance policy is written on a "Claims Made" Form, Veterinarian shall furnish evidence that the liability coverage has been maintained for at least one (1) year after expiration of this agreement, either by submitting a renewal policy with a Retroactive Date of not later than the date of services commenced under this agreement, or by evidence that an Extended Reporting Period Endorsement has been purchased that will apply to any and all claims arising from services performed under this agreement.
2. **WORKERS' COMPENSATION (IF APPLICABLE)** insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.

II. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

III. MISCELLANEOUS

Veterinarian shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without The Louisville/Jefferson County Metro Government having been provided at least (30) thirty days written notice. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the Louisville/Jefferson County Metro Government's Risk Management Division 30 days before the expiration date of such policies. Certificates of Insurance as required shall be furnished to:

Louisville/Jefferson County Metro Government
Risk Management Division
611 West Jefferson Street
Louisville, KY 40202

The veterinarian agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Veterinarian will not reduce any coverage amount below the limits required in this agreement

Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Veterinarian hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Veterinarian.